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Attorneys for Defendant  
JPMORGAN CHASE BANK, N.A.

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

ALIRIO GARCIA,

Plaintiffs,

v.

JPMORGAN CHASE BANK, N.A., and  
DOES 1-10,

Defendant.

CASE NO. 2:24-cv-06402 WLH (AGRx)

Assigned for All Purposes to the  
Honorable Wesley L. Hsu

**STIPULATED PROTECTIVE ORDER**

Action Filed: July 30, 2024

1     **1.     A.     PURPOSES AND LIMITATIONS**

2             Discovery in this action is likely to involve production of confidential, proprietary,  
3     or private information for which special protection from public disclosure and from use for  
4     any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5     parties hereby stipulate to and petition the Court to enter the following Stipulated Protective  
6     Order. The parties acknowledge that this Order does not confer blanket protections on all  
7     disclosures or responses to discovery and that the protection it affords from public  
8     disclosure and use extends only to the limited information or items that are entitled to  
9     confidential treatment under the applicable legal principles. The parties further  
10    acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does  
11    not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
12    the procedures that must be followed and the standards that will be applied when a party  
13    seeks permission from the court to file material under seal.

14            **B.     GOOD CAUSE STATEMENT**

15            This action is likely to involve trade secrets, valuable research, development,  
16    commercial, financial, technical and/or proprietary information for which special protection  
17    from public disclosure and from use for any purpose other than prosecution of this action is  
18    warranted. Such confidential and proprietary materials and information consist of, among  
19    other things, confidential business or financial information, information regarding  
20    confidential business practices, or other confidential research, development, or commercial  
21    information (including information implicating privacy rights of third parties), information  
22    otherwise generally unavailable to the public, or which may be privileged or otherwise  
23    protected from disclosure under state or federal statutes, court rules, case decisions, or  
24    common law. Accordingly, to expedite the flow of information, to facilitate the prompt  
25    resolution of disputes over confidentiality of discovery materials, to adequately protect  
26    information the parties are entitled to keep confidential, to ensure that the parties are  
27    permitted reasonable necessary uses of such material in preparation for and in the conduct  
28    of trial, to address their handling at the end of the litigation, and serve the ends of justice, a

1 protective order for such information is justified in this matter. It is the intent of the parties  
2 that information will not be designated as confidential for tactical reasons and that nothing  
3 be so designated without a good faith belief that it has been maintained in a confidential,  
4 non-public manner, and there is good cause why it should not be part of the public record  
5 of this case.

6 **2. DEFINITIONS**

7 2.1 Action: this pending federal lawsuit.

8 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
9 information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
11 generated, stored or maintained), testimony, or tangible things obtained during discovery in  
12 the Action that the Designating Party reasonably and in good faith believes contains or  
13 would disclose non-public, confidential, proprietary, financial, customer, client or  
14 commercially sensitive information, confidential trade secrets or non-public research that  
15 requires the protections provided in this Stipulation and Order, including, but not limited  
16 to, any information that qualify for protection under Federal Rule of Civil Procedure 26(c)  
17 or applicable laws or regulations, and as specified above in the Good Cause Statement.  
18 Nothing in this Order shall be used to imply that any law permits, or does not permit, the  
19 production of certain data, regardless of whether such data is designated as  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or items  
24 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
25 “HIGHLY CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of the  
27 medium or manner in which it is generated, stored, or maintained (including, among other  
28 things, documents, electronic files, trade data, written discovery responses, deposition

1 testimony, deposition exhibits, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
5 expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action. House  
7 Counsel does not include Outside Counsel of Record or any other outside counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association, or other  
9 legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this  
11 Action but are retained to represent or advise a party to this Action and have appeared in  
12 this Action on behalf of that party or are affiliated with a law firm which has appeared on  
13 behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
16 staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
18 Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,  
21 and organizing, storing, or retrieving data in any form or medium) and their employees and  
22 subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from  
26 a Producing Party.

27 2.17 “HIGHLY CONFIDENTIAL” Information or Items: information (regardless  
28 of how it is generated, stored or maintained), testimony, or tangible things obtained during

1 discovery in the Action that the Designating Party reasonably and in good faith believes the  
2 disclosure of such information, testimony, or tangible things to another Party or non-party  
3 would create a substantial risk of serious financial or other injury or competitive or  
4 commercial disadvantage that cannot be avoided by less restrictive means.

5 **3. SCOPE**

6 The protections conferred by this Stipulation and Order cover not only Protected  
7 Material (as defined above), but also (1) any information copied or extracted from Protected  
8 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)  
9 any testimony, conversations, or presentations by Parties or their Counsel that might reveal  
10 Protected Material.

11 Any use of Protected Material at trial shall be governed by the orders of the trial  
12 judge. This Order does not govern the use of Protected Material at trial.

13 **4. DURATION**

14 Even after final disposition of this litigation, the confidentiality obligations imposed  
15 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or  
16 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
17 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final  
18 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
19 trials, or reviews of this Action, including the time limits for filing any motions or  
20 applications for extension of time pursuant to applicable law.

21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
23 Party or Non-Party that designates information or items for protection under this Order must  
24 take care to limit any such designation to specific material that qualifies under the  
25 appropriate standards. The Designating Party must designate for protection only those parts  
26 of material, documents, items, or oral or written communications that qualify so that other  
27 portions of the material, documents, items, or communications for which protection is not  
28 warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
2 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
3 unnecessarily encumber the case development process or to impose unnecessary expenses  
4 and burdens on other parties) may expose the Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
9 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or  
10 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
11 must be clearly so designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic documents, but  
14 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
15 Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"  
16 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If  
17 only a portion or portions of the material on a page qualifies for protection, the Producing  
18 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
19 markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection need  
21 not designate them for protection until after the inspecting Party has indicated which  
22 documents it would like copied and produced. During the inspection and before the  
23 designation, all of the material made available for inspection shall be deemed  
24 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." After the inspecting Party has  
25 identified the documents it wants copied and produced, the Producing Party must determine  
26 which documents, or portions thereof, qualify for protection under this Order. Then, before  
27 producing the specified documents, the Producing Party must affix the "CONFIDENTIAL  
28 legend" to each page that contains Protected Material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must clearly identify  
2 the protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify the  
4 Disclosure or Discovery Material on the record, before the close of the deposition all  
5 protected testimony.

6 (c) for information produced in some form other than documentary and for any  
7 other tangible items, that the Producing Party affix in a prominent place on the exterior of  
8 the container or containers in which the information is stored the legend  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions of the  
10 information warrants protection, the Producing Party, to the extent practicable, shall identify  
11 the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
13 designate qualified information or items does not, standing alone, waive the Designating  
14 Party’s right to secure protection under this Order for such material. Upon timely correction  
15 of a designation, the Receiving Party must make reasonable efforts to assure that the  
16 material is treated in accordance with the provisions of this Order.

17 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
19 confidentiality at any time that is consistent with the Court’s Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
21 process under Local Rule 37.1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
23 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to  
24 harass or impose unnecessary expenses and burdens on other parties) may expose the  
25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the  
26 confidentiality designation, all parties shall continue to afford the material in question the  
27 level of protection to which it is entitled under the Producing Party’s designation until the  
28 Court rules on the challenge.



1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this Action  
4 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material  
5 may be disclosed only to the categories of persons and under the conditions described in  
6 this Order. When the Action has been terminated, a Receiving Party must comply with the  
7 provisions of section 13 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location  
9 and in a secure manner that ensures that access is limited to the persons authorized under  
10 this Order.

11 7.2 Disclosure of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
12 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
13 Designating Party, a Receiving Party may disclose any information or item designated  
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose  
17 the information for this Action;

18 (b) the officers, directors, and employees (including House Counsel) of the  
19 Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
21 is reasonably necessary for this Action and who have signed the “Acknowledgment and  
22 Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
26 to whom disclosure is reasonably necessary for this Action and who have signed the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
28



1 (g) the author or recipient of a document containing the information or a custodian  
2 or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses ,and attorneys for witnesses, in the Action  
4 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that  
5 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to  
6 keep any confidential information unless they sign the “Acknowledgment and Agreement  
7 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by  
8 the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal  
9 Protected Material may be separately bound by the court reporter and may not be disclosed  
10 to anyone except as permitted under this Stipulated Protective Order; and

11 (i) any mediator or settlement officer, and their supporting personnel, mutually  
12 agreed upon by any of the parties engaged in settlement discussions.

13 Access to and/or disclosure of any information or item designated HIGHLY  
14 CONFIDENTIAL shall be permitted only to the following persons or entities:

15 (a) Outside Counsel of Record for the Parties, their partners and associates, and  
16 staff and supporting personnel of such attorneys, such as paralegal assistants, secretarial,  
17 stenographic and clerical employees and contractors, and outside copying services, who are  
18 working on this Action (or any further proceedings herein) under the direction of such  
19 attorneys and to whom it is necessary that the HIGHLY CONFIDENTIAL materials be  
20 disclosed for purposes of this Action. Such employees, assistants, contractors and agents to  
21 whom such access is permitted and/or disclosure is made shall, prior to such access or  
22 disclosure, be advised of, and become subject to, the provisions of this Protective Order.  
23 “Outside Counsel of Record,” for purposes of this Paragraph, shall mean outside retained  
24 counsel and shall not include in-house counsel to the undersigned Parties and the paralegal,  
25 clerical and secretarial staff employed by such in-house counsel;

26 (b) outside experts or expert consultants consulted by the undersigned Parties or  
27 their counsel in connection with the Action, whether or not retained to testify at any oral  
28 hearing; provided, however, that prior to the disclosure of HIGHLY CONFIDENTIAL

1 materials to any such expert or expert consultant, counsel for the Party making the  
2 disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
3 explain its terms to such person, and shall secure the signature of such person on a statement  
4 in the form attached hereto as Exhibit A prior to the disclosure of HIGHLY  
5 CONFIDENTIAL materials. It shall be the obligation of Outside Counsel of Record, upon  
6 learning of any breach or threatened breach of this Stipulation and Protective Order by any  
7 such expert or expert consultant, to promptly notify Outside Counsel of Record for the  
8 Designating Party of such breach or threatened breach;

9 (c) any person who authored, received, saw or was otherwise familiar with  
10 documents, testimony, or information or thing designated “HIGHLY CONFIDENTIAL,”  
11 including any person otherwise familiar with the HIGHLY CONFIDENTIAL information  
12 contained therein, but only to the extent of that person’s prior familiarity with the HIGHLY  
13 CONFIDENTIAL information;

14 (d) court reporters in this Action (whether at depositions, hearings, or any other  
15 proceeding); and

16 (e) the court and its personnel.

17 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
18 **OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation that  
20 compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall  
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to issue  
25 in the other litigation that some or all of the material covered by the subpoena or order is  
26 subject to this Protective Order. Such notification shall include a copy of this Stipulated  
27 Protective Order; and  
28

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
2 the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with the  
4 subpoena or court order shall not produce any information designated in this action as  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by the court  
6 from which the subpoena or order issued, unless the Party has obtained the Designating  
7 Party’s permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions should  
9 be construed as authorizing or encouraging a Receiving Party in this Action to disobey a  
10 lawful directive from another court.

11 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**  
12 **IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a Non-Party  
14 in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”  
15 Such information produced by Non-Parties in connection with this litigation is protected by  
16 the remedies and relief provided by this Order. Nothing in these provisions should be  
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to produce a  
19 Non-Party’s confidential information in its possession, and the Party is subject to an  
20 agreement with the Non-Party not to produce the Non-Party’s confidential information, then  
21 the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party that  
23 some or all of the information requested is subject to a confidentiality agreement with a  
24 Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
26 Order in this Action, the relevant discovery request(s), and a reasonably specific description  
27 of the information requested; and  
28

1 (3) make the information requested available for inspection by the Non-  
2 Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14 days  
4 of receiving the notice and accompanying information, the Receiving Party may produce  
5 the Non-Party's confidential information responsive to the discovery request. If the Non-  
6 Party timely seeks a protective order, the Receiving Party shall not produce any information  
7 in its possession or control that is subject to the confidentiality agreement with the Non-  
8 Party before a determination by the court. Absent a court order to the contrary, the Non-  
9 Party shall bear the burden and expense of seeking protection in this court of its Protected  
10 Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this Stipulated  
14 Protective Order, the Receiving Party must immediately (a) notify in writing the  
15 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
16 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
17 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
18 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is  
19 attached hereto as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
23 produced material is subject to a claim of privilege or other protection, the obligations of  
24 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
25 This provision is not intended to modify whatever procedure may be established in an e-  
26 discovery order that provides for production without prior privilege review. Pursuant to  
27 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the  
28 effect of disclosure of a communication or information covered by the attorney-client

1 privilege or work product protection, the parties may incorporate their agreement in the  
2 stipulated protective order submitted to the court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
5 to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
7 Order no Party waives any right it otherwise would have to object to disclosing or producing  
8 any information or item on any ground not addressed in this Stipulated Protective Order.  
9 Similarly, no Party waives any right to object on any ground to use in evidence of any of  
10 the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
12 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
13 under seal pursuant to a court order authorizing the sealing of the specific Protected Material  
14 at issue. If a Party's request to file Protected Material under seal is denied by the court, then  
15 the Receiving Party may file the information in the public record unless otherwise instructed  
16 by the court.

17 **13. FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in paragraph 4, within 60 days  
19 each Receiving Party must return all Protected Material to the Producing Party or destroy  
20 such material. As used in this subdivision, "all Protected Material" includes all copies,  
21 abstracts, compilations, summaries, and any other format reproducing or capturing any of  
22 the Protected Material. Whether the Protected Material is returned or destroyed, the  
23 Receiving Party must submit a written certification to the Producing Party (and, if not the  
24 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
25 (by category, where appropriate) all the Protected Material that was returned or destroyed  
26 and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
27 summaries or any other format reproducing or capturing any of the Protected Material.  
28 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all

1 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
2 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
3 consultant and expert work product, even if such materials contain Protected Material. Any  
4 such archival copies that contain or constitute Protected Material remain subject to this  
5 Protective Order as set forth in Section 4 (DURATION).

6 14. Any violation of this Order may be punished by any and all appropriate measures  
7 including, without limitation, contempt proceedings and/or monetary sanctions.

8 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

9 Dated: July 2, 2025

GREENBERG TRAURIG, LLP

10  
11 By: 

Gregory A. Nylen  
Rowena Santos  
Attorneys for Defendant  
JPMORGAN CHASE BANK, N.A.

12  
13  
14 Dated: July 2, 2025

LAW OFFICE OF LOUIS P. DELL

15  
16 By: /s/ John-Louis Dell

John-Louis H. Dell  
Louis P. Dell

17  
18 Attorneys for Plaintiff  
ALIRIO GARCIA

19  
20 **SIGNATURE ATTESTATION**

21 Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that all signatories listed above,  
22 and on whose behalf this filing is submitted, concur in the filings' content and have  
23 authorized the filing.

24 DATED: July 2, 2025

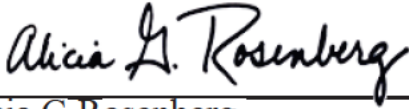
GREENBERG TRAURIG, LLP

25  
26 By: 

Gregory A. Nylen  
Rowena Santos  
Attorneys for Defendant JPMORGAN CHASE  
BANK, N.A.

1  
2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

3  
4 Dated: July 3, 2025

5  
6 

7 Alicia G Rosenberg  
United States Magistrate Judge



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on [date] in  
the case of *Alirio Garcia v. JPMorgan Chase Bank, N.A., et al*, Case No. 2:24-cv-06402-  
WLH-AGR. I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order and I understand and acknowledge that failure to so comply could expose  
me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the provisions of  
this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this Stipulated  
Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_